

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF ENGINEERING AND BUILDINGS
IN CO-OPERATION WITH
DIVISION OF PURCHASES AND SUPPLY
P.O. BOX 1199
RICHMOND, VA. 23218-1199**

NOTICE OF CONTRACT AWARD

1. DATE.....May 20, 2004
2. COMMODITY NAME.....Construction Services
3. CONTRACT NUMBER.....C20040106
4. CONTRACT PERIOD.....May 20, 2004 – May 19, 2006
(Renewable)
5. AUTHORIZED USERS.....All Public Bodies (Optional Use)
6. CONTRACTORS.....See page 3
7. TERMS.....Net 30 days
8. DELIVERY.....As requested
9. F.O.B.....Not applicable
10. FOR FURTHER CONTRACT INFORMATION CONTACT: Shirley McNutt
(804)786-4538
e-mail: smcnutt@dgs.state.va.us

Notice: This Notice of Contract Award is being provided to you to announce the vendors to whom the Non-Professional Construction Related Services have been awarded to. You may begin using the Contractors immediately using the information provided herein. Any questions concerning the provisions of the contract should be directed to the Contract Officer listed above.

By: _____
Shirley McNutt, VCCO, VCO
Contract Officer

ENVIROMENTAL ASSESSMENT CONTRACTORS LIST

Environmental Companies Address	Contact Person	Phone Number
PSI (Professional Services Industries) 2801 Ackley Avenue Richmond, Virginia 2328	Bill Hrank Bill.hrank@psiusa.com	(804)262-1411
Apex Environmental 468 Southlake Boulevard Richmond, Virginia 23236	Robert Williamson rwilliamson@apexenv.com	(804)897-2718
ESG (Environmental Specialites Group) 11836 Fishing Point Drive Suite 100 Newport News, Virginia 23606	Thomas Herrick admin@envsgroup.com	(757)599-7501
IMS Environmental Services PO Box 1179 Norfolk, Virginia 23501	Christa Salmon csalmon@imsenv.com	(757)543-5718
SCS Engineers 11260 Roger Bacon Drive Suite 300 Reston, Virginia 20190	Jeff Marshall jmarshall@scsengineers.com	(703)471-6150
PBS&J 804 Moorefield Park Drive Suite 302 Richmond, Virginia 23236	Chad Smith cdsmith@pbsj.com	(804)560-7600
CTI Consultants Inc. 11038 Lakeridge Parkway Suite 1 Ashland, Virginia 23005	Kathryn Ferguson kmferguson@cti-consultant.com	(804)550-2660
EMG 11011 McCormick Road Hunt Valley, Maryland 21031	Matthew Munter msmunter@emgcorp.com	(800)733-0660 ext. 2709
Carter Burgess 1250 24 th Street NW Suite 300 Washington, DC 20037	Richard Marchbanks marchbanksRD@c-b.com	(202)776-7718

ENVIRONMENTAL ASSESSMENT SERVICES

There is an existing contract developed for state agencies that covers lead and asbestos testing, design and project management. This contract will allow for all public bodies to use environmental services, but on a different contract from the existing state agency only. This contract will allow state agencies to procure other environmental services not currently defined in the existing contract. Public bodies require environmental assessment services for several different areas. Listed below are the potential needs for environmental services:

- An environmental assessment of a property to be purchased or sold may be required as part of the transactions. This contractor will be contracted to provide these site services
- State agencies are required to do an environmental impact report for construction projects. This report is required by the Department of Environmental Quality. This report is a site assessment with potential impact.
- Public bodies are required to provide environmental training as part of their safety programs and other activities. This contract will support this activity.
- There are requirements for public bodies to perform work place environmental assessments, such

- as second hand smoke, mold and mildew impacts, indoor air quality, water quality, etc.
- There are needs for industrial hygienists to monitor and define environmental issues for public bodies.
- There are needs for determining contaminated land and remediation monitoring
- There are needs for cultural resource management

Offerors responding to this proposal shall not have any financial association with contractors engaged in abatement services or remediation.

The successful contractors shall conduct themselves in a professional manner at all times.

The successful contractors shall be responsible for gathering all pertinent information related to an environmental assessment and assure all public regulations have been reviewed and considered in the assessment activity and subsequent report. The successful contractor shall have professional affiliations and continuing education of all staff and personnel assigned. All personnel shall comply with all federal, state and local regulations and training for their particular area of environmental assessment. Testing required to support an assessment report or remediation monitoring shall be invoiced at actual cost to the public body. The successful contractors shall provide the public body this costs as part of the assessment proposal. The successful contractor shall provide emergency on call services as needed by the public body.

ENVIRONMENTAL CONTRACTOR RATES

Public bodies may contact any of the firms listed. The rates shown are the maximum that may be invoiced. You may select more than one and ask for resumes and a cost proposal for the work to be done. No reimbursables for travel or overhead shall be billed by the contractor or paid by the agency. The only reimbursables allowed is additional report copies outside of the original report. All testing shall be billed and paid at actual invoice. IN NO CASE SHALL THIS CONTRACT BE USED FOR CREATING DESIGN DOCUMENTS THAT CARRY A PROFESSIONAL SEAL.

Classification	SCS Engineers	Apex Environmental	PBS&J	EMG	ESG	IMS	CTI Consultants	PSI	Carter Burgess
Environmental Engineer									
PE	\$93.75	\$90.00	\$98.00	\$91.00	\$85.00	\$75.00	\$90.00	\$70.00	\$90.00
Central Region	YES	YES	YES	YES		YES	YES	YES	YES
Southwest Region	YES	YES	YES					YES	YES
Western Region	YES	YES	YES					YES	YES
Northern Va. Region	YES	YES	YES	YES		YES	YES	YES	YES
Tidewater Region	YES	YES	YES	YES	YES	YES	YES	YES	YES
Air Monitoring Technician	\$50.00	\$40.00	\$55.30	\$60.00	\$45.00	\$40.00	\$35.00	\$42.00	\$50.00
Central Region	YES	YES	YES	YES		YES	YES	YES	YES
Southwest Region	YES		YES					YES	YES
Western Region	YES		YES					YES	YES
Northern Va. Region	YES		YES	YES		YES	YES	YES	YES
Tidewater Region	YES		YES	YES	YES	YES	YES	YES	YES
Soils Technician	\$47.50	\$47.50	\$47.50	\$60.00	\$45.00	\$40.00		\$35.00	\$60.00
Central Region	YES	YES	YES	YES		YES		YES	YES

Southwest Region	YES		YES					YES	YES
Western Region	YES		YES					YES	YES
Northern Va. Region	YES		YES	YES		YES		YES	YES
Tidewater Region	YES		YES	YES	YES	YES		YES	YES
Industrial Hygienist	\$67.50	\$67.50	\$67.50	\$75.00	\$65.00	\$65.00		\$67.00	\$50.00
Central Region	YES	YES	YES	YES		YES		YES	YES
Southwest Region	YES	YES	YES					YES	YES
Western Region	YES	YES	YES					YES	YES
Northern Va. Region	YES	YES	YES	YES		YES		YES	YES
Tidewater Region	YES	YES	YES	YES	YES	YES		YES	YES
OSHA Training Instructor	\$71.88	\$71.88	\$71.88	\$75.00	\$65.00	\$50.00		\$71.00	\$75.00
Central Region	YES	YES	YES	YES		YES		YES	YES
Southwest Region	YES	YES	YES					YES	YES
Western Region	YES	YES	YES					YES	YES
Northern Va. Region	YES	YES	YES	YES		YES		YES	YES
Tidewater Region	YES	YES	YES	YES	YES	YES		YES	YES
Report Technician	\$55.75	\$55.75	\$55.50	\$55.75	\$50.00	\$40.00	\$35.00	\$39.00	\$60.00
Central Region	YES	YES	YES	YES		YES	YES	YES	YES
Southwest Region	YES	YES	YES			YES		YES	YES
Western Region	YES	YES	YES			YES		YES	YES
Northern Va. Region	YES	YES	YES	YES		YES	YES	YES	YES
Tidewater Region	YES	YES	YES	YES	YES	YES	YES	YES	YES

COMMISSIONING AND TESTING & BALANCING CONTRACTORS LIST

Commissioning and T&B Companies Address	Contact Person	Phone Number
Carter Burgess 1250 24 th Street NW Suite 300 Washington, DC 20037	Richard Marchbanks marchbanksRD@c-b.com	(202)776-7718
CEGG Associates 381 Edwin Drive Virginia Beach, Virginia 23462	Tim Patterson tpatterson@ceggc.com	(757)499-4562
McDonough Bolyard Peck Inc. 460 McLaws Circle Suite 140 Williamsburg, Virginia 23185	Mike Prezioso III mprezioso@mbpce.com	(888)372-0063
Abacus Engineered Systems 4860 Cox Road Suite 200 Glen Allen, Virginia 23060	Pam Janney psej@abacus-engr.com	(804)935-4815
FDE (Facility Dynamics Engineering) 6760 Alexander Bell Drive Suite 200 Columbia, Maryland 21046	Jay Santos jays@facilitydynamics.com	(410)290-0900
C&W Air Balancing 430 Southlake Blvd. Suite B11 Richmond, Virginia 23236	Bruce Carnes cwairbalancing@earthlink.net	(804)379-9345

COMMISSIONING AND TESTING&BALANCING CONTRACTOR SERVICES

COMMISSIONING SERVICES:

Public bodies require commissioning agents/authority for new construction and renovation where multiple building systems are involved. This section describes the commissioning concept and requirements for the commissioning authority (CA).

Public bodies view commissioning as a quality assurance process for buildings, whether new construction or renovation. A public body generally requires the MEP professional to write the commissioning sequence, but contracts with an independent agent to perform the commissioning. The commissioning services to be provided under this contract relate to new construction and major renovations and to all systems and assemblies. Commissioning may be applied to the building as a total system inclusive of structural elements, building envelope, life safety features, electrical systems, communication systems, plumbing, controls, HVAC, etc. or to designated building features.

The Commissioning Authority (CA) will be the Owner's advocate who leads and manages the commissioning process for the Owner. The CA will review the commissioning effort and make recommendations of acceptance for commissioned systems and assemblies to the Owner. The CA will establish and document the Owner's criteria for system function, performance, and maintainability and verify and document compliance with these criteria.

The CA will provide services for the commissioning authority-managed approach and/or the contractor-managed approach as defined in the 2003 ASHRAE Applications Handbook.

The following is an example of the list of services that may be requested of the commissioning agent:

- Perform the tasks and functions in the specifications ascribed to the Commissioning Provider
- Coordinate and direct the commissioning activities
- Insure that commissioning activities are included in Construction Schedules
- Revise the Construction-phase Commissioning plan as needed
- Plan and conduct commissioning meetings and distribute minutes
- Request and review additional information required for commissioning, such as O&M materials, contractor start-up procedures, control sequences, etc.
- Write detailed testing procedures
- Review and approve normal Contractor submittals pertaining to Commissioned systems
- Review change orders and requests for information pertaining to Commissioned systems
- Review coordination drawings to insure reasonable efforts to coordinate between trades
- Write and distribute construction checklists for commissioned equipment
- Develop an enhanced startup and systems checkout plan for selected equipment
- Perform site visits as necessary to observe component and systems installations
- Attend planning and jobsite meetings, and review construction meeting minutes
- Witness HVAC piping pressure testing and flushing
- Witness any ductwork testing and cleaning
- Document construction checklist completion via reports and observation
- Document systems startup via review of reports and observation
- Approve air and water systems balancing via spot checking, review of reports and selected site observation
- Write functional performance test procedures for equipment and systems
- Analyze functional test trend logs and monitoring data to verify performance
- Coordinate, witness and document manual functional performance testing and coordinate re-testing as needed
- Maintain a master issues log and separate record of functional testing, and report all issues to contractor
- Review equipment warranties to ensure that Building Owner's responsibility as the Building Owner is clearly defined
- Oversee and approve the training of Owner's operating and maintenance personnel

- Review and approve the preparation of O&M manuals for commissioned equipment and systems
- Compile a comprehensive Commissioning Record, consisting of Summary Report, listing of non-compliance items with recommendations for correction, and additional reports, logs, plans, schedules, checklists and reviews compiled during the commissioning activities.

TESTING AND BALANCING SERVICES:

Public bodies require the testing, adjusting, and balancing of HVAC systems according to design intent. This process requires the proper use of instrumentation, evaluation of readings, and the ability to adjust systems to meet design criteria. Successful contractors shall possess the applied knowledge, certifications, accurate instrumentation and extensive field experience necessary to balance all system components for optimal performance.

Successful contractors must be independent, having no affiliation with manufacturers, contractors, or design engineers in order to avoid any possible conflict of interest. The test and balancing contractor shall provide personnel with a minimum of ten years of experience and the company shall have been in business a minimum of five years as a test and balancing contractor.

The testing and balancing contractor shall provide testing and balancing engineers and technicians. The testing and balancing personnel shall have experience in the balancing system components to be balanced, especially building controls. The balancing contractor will provide reports at the end of the system balancing and provide any maintenance recommendations. The contractor shall provide testing and balancing in the following areas:

- Air distribution (variable air volume and constant air volume)
- Hydronic balancing
- Sound and vibration testing
- Cooling tower performance testing
- Fume hood testing
- Verification of control systems
- Duct leakage testing
- Pre-construction plan check and construction review
- Indoor air quality

COMMISSIONING AND TESTING&BALANCING CONTRACTOR PRICING

Public bodies may contact any of the firms listed. The rates shown are the maximum that may be invoiced. You may select more than one and ask for resumes and a cost proposal for the work to be done. No reimbursables for travel or overhead shall be billed by the contractor or paid by the agency. The only reimbursables allowed is additional report copies outside of the original report. All testing shall be billed and paid at actual invoice. IN NO CASE SHALL THIS CONTRACT BE USED FOR CREATING DESIGN DOCUMENTS THAT CARRY A PROFESSIONAL SEAL.

Commissioning	C&W	CEGG	MBP	Carter Burgess	Abacus	FDE
Commissioning engineer	\$95.00	\$95.00	\$105.00	\$107.00	\$107.00	\$107.00
Central region	Yes	Yes	Yes	Yes	Yes	Yes
Southwest region			Yes	Yes	Yes	Yes
Western region			Yes	Yes	Yes	Yes
Northern Virginia region	Yes	Yes	Yes	Yes	Yes	Yes
Tidewater region	Yes	Yes	Yes	Yes	Yes	Yes
Commissioning agent	\$85.00	\$85.00	\$86.00	\$87.00	\$68.00	\$87.00
Central region	Yes	Yes	Yes	Yes	Yes	Yes

Southwest region			Yes	Yes	Yes	Yes
Western region			Yes	Yes	Yes	Yes
Northern Virginia region	Yes	Yes	Yes	Yes	Yes	Yes
Tidewater region	Yes	Yes	Yes	Yes	Yes	Yes

Commissioning technician	\$80.00	\$75.00	\$72.00	\$72.00	\$52.50	\$72.00
Central region	Yes	Yes	Yes	Yes	Yes	Yes
Southwest region			Yes	Yes	Yes	Yes
Western region			Yes	Yes	Yes	Yes
Northern Virginia region	Yes	Yes	Yes	Yes	Yes	Yes
Tidewater region	Yes	Yes	Yes	Yes	Yes	Yes

Testing and Balancing

Air balancing engineer	\$85.00	\$88.00	\$88.00
Central region	Yes	Yes	Yes
Southwest region		Yes	Yes
Western region		Yes	Yes
Northern Virginia region	Yes	Yes	Yes
Tidewater region	Yes	Yes	Yes

Air balancing agent	\$75.00	\$72.00	\$75.00
Central region	Yes	Yes	Yes
Southwest region		Yes	Yes
Western region		Yes	Yes
Northern Virginia region	Yes	Yes	Yes
Tidewater region	Yes	Yes	Yes

Air balancing technician	\$60.00	\$58.00	\$60.00
Central region	Yes	Yes	Yes
Southwest region		Yes	Yes
Western region		Yes	Yes
Northern Virginia region	Yes	Yes	Yes
Tidewater region	Yes	Yes	Yes

FACILITY ASSESSMENT CONTRACTORS LIST

Facility Assessment Companies Address	Contact Person	Phone Number
Carter Burgess 1250 24 th Street NW Suite 300 Washington, DC 20037	Richard Marchbanks marchbanksRD@c-b.com	(202)776-7718
CEGG Associates 381 Edwin Drive Virginia Beach, Virginia 23462	Tim Patterson tpatterson@ceggc.com	(757)499-4562
McDonough Bolyard Peck Inc. 460 McLaws Circle Suite 140 Williamsburg, Virginia 23185	Mike Prezioso III mpezioso@mbpce.com	(888)372-0063
EMG	Matthew Munter	(800)733-0660 ext.

11011 McCormick Road Hunt Valley, Maryland 21031	msmunter@emgcorp.com	2709
VFA (Vanderweil Facility Advisors) 266 Summer Street Boston, Mass. 02210	Tony Florence tflorence@vfa.com	(617)772-8130
PSI (Professional Services Industries) 2801 Ackley Avenue Richmond, Virginia 2328	Bill Hrank Bill.hrank@psiusa.com	(804)262-1411

FACILITY ASSESSMENT CONTRACTORS SERVICES

The primary purpose of the successful Offerors will be to aid public bodies in performing facility condition assessments and physical plant capital renewal analysis, reviewing current preventive maintenance (PM) practices and provide information used in funding requests. This contract does not allow for the purchase of facility software. Any reports provided under these services shall be in hard copy and an electronic copy for use in MS Office Products.

The successful Offeror will ascertain, as requested by the public body, the following:

1. The present condition of the facilities
2. Whether the physical plant functionally meets the needs of the public body
3. The future funding requirements to maintain the operation of the physical plant and maintenance of the building

The successful Offeror will perform a baseline condition assessment consisting of, at a minimum, a visual assessment of the common building mechanical, electrical and exterior components in support of equipment/system life-cycle analyses and capital repair/replacement projections. The assessments include site visits to observe the buildings, sites and utility systems, interviewing building management and maintenance personnel, and reviewing available maintenance records, design and construction documents and plans. The successful Offeror will also perform a review of compliance with the applicable fire codes and Virginia Statewide Uniform Building Code, applicable edition, as requested by the public body.

The purpose of the assessment is to determine the physical condition of the building equipment and exterior elements at each facility. The components are to be evaluated for condition, life expectancy, and replacement/repair costs.

The following building systems will be evaluated, at a minimum:

Roof Systems – Access the roofs and visually observe the condition of the roof systems and any accessories and details. Observe flashing and penetration details for condition and conformance with accepted practice. Evaluate existing warranties, replacement costs and remaining useful life.

Building Exterior Elements – Assess the building wall systems for connection adequacy, continuity of seals, and evidence of other types of distress and report an overall condition of the walls. Check flashings and connections for proper drainage and check for condition and proper placement of expansion joints. Evaluate windows and doors.

Structural Systems – Evaluate the structure and ancillary structures for signs of distress (wall cracking, displacement, etc.) and report the findings. Review structural drawings and evaluate the ability of the existing structure to carry design loads and compliance with building codes.

Interior Finishes – Evaluate conditions of interior finishes including floor and wall coverings, ceilings, doors of lobby areas, corridors, restrooms, typical office suites and other common areas. Provide upgrade alternatives and cost estimates.

Fire and Life Safety Issues – Perform assessment of the fire and life safety elements including emergency power systems, smoke evacuation systems, stair pressurization systems, UPS system, fire alarm systems, fire protection/suppression systems, fire pumps, and security systems. Perform a survey of the building and surrounds concerning fire and life safety issues. Identify areas of the building systems that require upgrades and provide opinion and costs for various upgrade alternatives.

Mechanical/HVAC, Electrical, Plumbing – Observe the age, condition, adequacy of capacity, and status of maintenance of the M/E/P and related building systems and comment on their condition and obvious deficiencies. Provide comment on any visually obvious code violations. Provide comments on renovations to the systems that would prove beneficial to the overall performance.

Elevator Systems – Observe the equipment and controls in the machine room, hoistway, cab, lobby and

elevator pits. Review any maintenance records and reports for the elevator equipment and evaluate the performance and anticipated service of the systems. Provide cost estimates for various upgrade alternatives.

Accessibility Compliance – Perform a cursory level evaluation to include site features and building entrances, access to goods and services, horizontal and vertical circulation, access to rest rooms, and removal of remaining barriers. Provide recommendations and cost estimates.

Security Systems – Evaluate doors, locks, fences, gates, surveillance equipment and lighting. Provide recommendations and cost estimates.

An assessment report will be prepared by the successful Offeror. This report will reflect either a 5 or 10 year period based on the evaluation requested by the public body for required repairs/replacement and recommendations for improvements or upgrades. The report will be formatted per building and then per system in that building. The report will include a written summary of major deficiencies and code violations with recommendations and costs for fixing same. The successful Offeror will document deficiencies and code violations using digital photography and incorporate same into the reports. The successful Offeror will also provide in the report, the logic and methods used to evaluate the conditions.

FACILITY ASSESSMENT CONTRACTORS PRICING

Public bodies shall contact the firms in bold first. If these firms cannot respond, then go to the other firms. The rates shown are the maximum that may be invoiced. You may select more than one and ask for resumes and a cost proposal for the work to be done. No reimbursables for travel or overhead shall be billed by the contractor or paid by the agency. The only reimbursables allowed is additional report copies outside of the original report. IN NO CASE SHALL THIS CONTRACT BE USED FOR CREATING DESIGN DOCUMENTS THAT CARRY A PROFESSIONAL SEAL.

Vendor for Building 50,000 GSF or Less	Roof System	Building Exterior Elements	Structural Systems	Interior Finishes	Fire and Life Safety Issues	Mechanical Systems	Elevator Systems	Accessibility Compliance	Security Systems	Plumbing Systems	Electrical Systems	CR	TR	SWR	WR	NVR	SF Cost
PSI	\$0.020	\$0.020	\$0.007	\$0.007	\$0.007	\$0.023	\$0.007	\$0.007	\$0.007	\$0.007	\$0.017	X	X	X	X	X	\$0.109
VFA	\$0.011	\$0.017	\$0.007	\$0.021	\$0.028	\$0.010	\$0.007	\$0.014	\$0.007	\$0.009	\$0.009	X	X	X	X	X	\$0.129
Carter and Burgess	\$0.026	\$0.026	\$0.026	\$0.029	\$0.032	\$0.026	\$0.011	\$0.016	\$0.018	\$0.026	\$0.026	X	X	X	X	X	\$0.236
MBP	\$0.030	\$0.030	\$0.025	\$0.030	\$0.040	\$0.030	\$0.030	\$0.030	\$0.030	\$0.012	\$0.013	X	X	X	X	X	\$0.270
EMG Corporation	\$0.015	\$0.020	\$0.025	\$0.020	\$0.025	\$0.025	\$0.020	\$0.020	\$0.025	\$0.020	\$0.025	X	X			X	\$0.500
CEGG	\$0.060	\$0.060	\$0.120	\$0.030	\$0.120	\$0.230	\$0.020	\$0.030	\$0.030	\$0.120	\$0.230	X	X			X	\$0.990
Vendor for Building 50,000 - 100,000 GSF	Roof System	Building Exterior Elements	Structural Systems	Interior Finishes	Fire and Life Safety Issues	Mechanical Systems	Elevator Systems	Accessibility Compliance	Security Systems	Plumbing Systems	Electrical Systems	CR	TR	SWR	WR	NVR	SF Cost
PSI	\$0.010	\$0.010	\$0.003	\$0.003	\$0.003	\$0.011	\$0.003	\$0.007	\$0.003	\$0.003	\$0.008	X	X	X	X	X	\$0.054
VFA	\$0.010	\$0.016	\$0.007	\$0.020	\$0.026	\$0.009	\$0.007	\$0.013	\$0.007	\$0.008	\$0.008	X	X	X	X	X	\$0.120
Carter and Burgess	\$0.019	\$0.022	\$0.022	\$0.024	\$0.026	\$0.022	\$0.009	\$0.015	\$0.015	\$0.022	\$0.022	X	X	X	X	X	\$0.199
MBP	\$0.030	\$0.030	\$0.025	\$0.030	\$0.040	\$0.030	\$0.030	\$0.030	\$0.030	\$0.012	\$0.013	X	X	X	X	X	\$0.270
EMG Corporation	\$0.015	\$0.015	\$0.020	\$0.020	\$0.020	\$0.020	\$0.020	\$0.020	\$0.020	\$0.020	\$0.020	X	X			X	\$0.300
CEGG	\$0.060	\$0.060	\$0.110	\$0.030	\$0.110	\$0.220	\$0.020	\$0.030	\$0.030	\$0.110	\$0.220	X	X			X	\$0.940

Vendor for Building 100,000 - 150,000 GSF	Roof System	Building Exterior Elements	Structural Systems	Interior Finishes	Fire and Life Safety Issues	Mechanical Systems	Elevator Systems	Accessibility Compliance	Security Systems	Plumbing Systems	Electrical Systems	CR	TR	SWR	WR	NVR	SF Cost
PSI	\$0.006	\$0.006	\$0.002	\$0.002	\$0.002	\$0.007	\$0.002	\$0.004	\$0.002	\$0.002	\$0.005	X	X	X	X	X	\$0.034
VFA	\$0.009	\$0.015	\$0.006	\$0.018	\$0.024	\$0.009	\$0.006	\$0.012	\$0.006	\$0.008	\$0.008	X	X	X	X	X	\$0.111
Carter and Burgess	\$0.015	\$0.018	\$0.018	\$0.020	\$0.022	\$0.018	\$0.009	\$0.015	\$0.011	\$0.018	\$0.018	X	X	X	X	X	\$0.167
MBP	\$0.018	\$0.018	\$0.015	\$0.015	\$0.028	\$0.018	\$0.018	\$0.018	\$0.018	\$0.009	\$0.010	X	X	X	X	X	\$0.167
EMG Corporation	\$0.008	\$0.008	\$0.010	\$0.008	\$0.015	\$0.015	\$0.012	\$0.012	\$0.010	\$0.010	\$0.015	X	X			X	\$0.200
CEGG	\$0.050	\$0.050	\$0.100	\$0.030	\$0.100	\$0.200	\$0.020	\$0.030	\$0.030	\$0.100	\$0.200	X	X			X	\$0.860
Vendor for Building 150,000 - 200,000 GSF	Roof System	Building Exterior Elements	Structural Systems	Interior Finishes	Fire and Life Safety Issues	Mechanical Systems	Elevator Systems	Accessibility Compliance	Security Systems	Plumbing Systems	Electrical Systems	CR	TR	SWR	WR	NVR	SF Cost
PSI	\$0.006	\$0.006	\$0.002	\$0.002	\$0.002	\$0.007	\$0.002	\$0.004	\$0.002	\$0.002	\$0.005	X	X	X	X	X	\$0.034
MBP	\$0.011	\$0.011	\$0.009	\$0.009	\$0.017	\$0.011	\$0.011	\$0.011	\$0.011	\$0.005	\$0.006	X	X	X	X	X	\$0.101
VFA	\$0.009	\$0.013	\$0.006	\$0.017	\$0.022	\$0.008	\$0.006	\$0.011	\$0.006	\$0.007	\$0.007	X	X	X	X	X	\$0.102
Carter and Burgess	\$0.011	\$0.015	\$0.017	\$0.015	\$0.018	\$0.015	\$0.009	\$0.014	\$0.009	\$0.014	\$0.015	X	X	X	X	X	\$0.141
EMG Corporation	\$0.008	\$0.008	\$0.010	\$0.008	\$0.010	\$0.010	\$0.010	\$0.010	\$0.010	\$0.008	\$0.010	X	X			X	\$0.150
CEGG	\$0.05	\$0.05	\$0.10	\$0.03	\$0.10	\$0.19	\$0.02	\$0.03	\$0.03	\$0.10	\$0.19	X	X			X	\$0.840
Vendor for Building Greater Than 200,000 GSF	Roof System	Building Exterior Elements	Structural Systems	Interior Finishes	Fire and Life Safety Issues	Mechanical Systems	Elevator Systems	Accessibility Compliance	Security Systems	Plumbing Systems	Electrical Systems	CR	TR	SWR	WR	NVR	SF Cost
PSI	\$0.005	\$0.005	\$0.002	\$0.002	\$0.002	\$0.005	\$0.002	\$0.003	\$0.002	\$0.002	\$0.004	X	X	X	X	X	\$0.029
MBP	\$0.006	\$0.006	\$0.006	\$0.006	\$0.012	\$0.006	\$0.006	\$0.006	\$0.006	\$0.003	\$0.003	X	X	X	X	X	\$0.060
VFA	\$0.008	\$0.012	\$0.005	\$0.015	\$0.020	\$0.007	\$0.005	\$0.010	\$0.005	\$0.006	\$0.006	X	X	X	X	X	\$0.092
EMG Corporation	\$0.005	\$0.005	\$0.010	\$0.005	\$0.010	\$0.010	\$0.010	\$0.010	\$0.010	\$0.005	\$0.010	X	X			X	\$0.100
Carter and Burgess	\$0.008	\$0.013	\$0.016	\$0.012	\$0.016	\$0.013	\$0.008	\$0.013	\$0.008	\$0.012	\$0.013	X	X	X	X	X	\$0.124
CEGG	\$0.04	\$0.04	\$0.09	\$0.03	\$0.09	\$0.17	\$0.02	\$0.03	\$0.03	\$0.09	\$0.17	X	X			X	\$0.760

REQUIREMENTS OF THE CONTRACTORS AND THE PUBLIC BODIES

STATEMENT OF NEEDS:

1. **REQUIREMENTS:** The Contractor shall furnish statewide services to assist the public bodies of the Commonwealth on as needed basis. These statewide services will be based on project orders issued by the public body for the services.

A project order is similar to a work order and shall define the scope of the work, the skills used, the contract rate and any reimbursable costs for printing, report creation, express mail, etc. (no lodging, meals or travel time will be allowed as a reimbursable). Each project order will have an eVA purchase order issued to activate the work.

Percentage of professional services allowed on each project order shall not exceed 49% of the total dollar value of the project order. It is the intention of this contract to remain as non-professional services, but with the understanding that there is a need for professional review and certifications in these areas of assessment.

No design documents for renovation or new construction will be allowed under this contract. Drawings for abatement or corrective actions relating to environmental issues will be allowed under a project order as long as the activity does not exceed 49% of the total dollar value of the project order.

2. The Commonwealth acknowledges that no single Contractor may be able to fully satisfy all the requirements for personnel that may arise. Therefore the public body, at its option, may contract with multiple qualified Contractors.
3. The public body is not required to purchase services from all vendor(s) which may be awarded a contract from this solicitation. The public body reserves the option to advertise and contract for individual services on any basis it may choose during the term of this solicitation.
4. Offerors may propose personnel for any one of the job classifications or all. Multiple separate awards may be made for each position classification. It is the Commonwealth's desire to contract for personnel in each of the Commonwealth's classifications.
5. The Contractor shall provide the public body with the job qualifications of the individual(s) available within ten (10) days working days of the public body's request for the services.

TERMS AND CONDITIONS OF THE CONTRACT

REQUIRED TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to

discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs**

For Request For Proposals: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public

funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF Offerors:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

- 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written

agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 - Combined single limit.

Profession/Service

Accounting

Limits

\$1,000,000 per occurrence, \$3,000,000 aggregate

Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Doctors, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,700,000 per occurrence, \$3,000,000 aggregate (Increased limit effective July 1, 2003)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$ 500,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$ 100,000 per occurrence, \$ 300,000 aggregate

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of

solicitations and amendments, and ability to research historical procurement data, as they become available.

SPECIAL TERMS AND CONDITIONS:

1. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Department of General Services will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **ASBESTOS**: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
3. **AUDIT**: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
4. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
5. **CANCELLATION OF CONTRACT**: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
6. **PRIME CONTRACTOR RESPONSIBILITIES**: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
7. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
8. **WORK SITE DAMAGES**: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
9. **WORK ESTIMATES (PROJECT ORDERS)**: Under this project order contract, the contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost (if applicable). Material costs (reimbursables and special testing) shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials). If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract.
10. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS**: The eVA Internet electronic procurement solution, web site

portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us. Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.state.va.us

METHOD OF PAYMENT

Payment shall be in accordance with prompt pay and may be by AMEX. Payment will be invoiced per project order upon completion of the work. The contractor invoice shall show all hours worked based on the category of services and the appropriate hourly rate. All testing shall be invoiced at actual costs.